

Sherrance Henderson

385 Highland Ave

Newark, NJ 07104

August 22, 2019

Southern District Federal Court White Plains New York

Honorable Chief Judge Colleen McMahon

300 Quarropas Street

Clerk of the Court Office

White Plains, New York 10601

Re: 19-CV-2878(CM)

Honorable Chief Judge Colleen McMahon:

As per your letter dated on April 12, 2019, requesting an explanation to the following..

1. NCD construction
2. Eric Sanders, esq. and The Sander's Firm
3. Amended Complaint in accordance with court civil rule 8

1. NCD is define as the Golden Corral Authorized Contractor. ALL liens by lead contractor (NCD) and subcontractors have been fully satisfied by the defendant Anthony Segretiti when TD Bank sold him my bank required of Segretiti was to pay all leans from both Contractor (NCD) and all sub-contractors.

There is no legal on going relationship with NCD or any of the sub- contractors with me on any business entity I own or have any finical relationship with at this time. My filing of case 19-CV-2878 is not consolidated case of any of my past cases regarding of NCD and I am not seeing this type of resolution.

2019 AUG 22 PM 4: 58

RECEIVED
SDNY DOCKET UNIT

2. Eric Sanders and The Sanders Firm was simply employed to represent me in case 19-CV-2878 (CM). Eric Sanders and The Sander's firm was terminated. The Sander's Firm and or Eric Sanders DID not file any case on my behalf, send one (1) letter, make one (1) call, do one (1) motion and order on my behalf. Currently, my filing "Henderson vs. Eric Sanders and The Sander's Firm is in Southern District New York City (Manhattan) with a federal lawsuit as a Plaintiff. As a result of the highlighting in your notes which, of course your honor as all rights to query, the notation has caused African American Civil Rights lawyers who were sought after to feel uncomfortable and have reservations in representing me in the above case 19-CV-2878. The Sander's firm and Eitic Sanders federal case I am not seeking this case to be consolidated and thus my other lawsuits should not be review as a "Bankruptcy " application or lawsuit and the other past and or present lawsuits are not joint and should not be viewed as a join or historical filing.
3. Amended complaints thank you graciously for the opportunity to satisfied the expectations of the Southern District Court of New York. Please accept the enclosed filling.

Sincerely,



Sherrance Henderson

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 -----X
4
5 SHERRANCE HENDERSON,

6
7 Plaintiff,

19-CV-2878 (CM)

8
9 -against-

COMPLAINT AND
JURY DEMAND

11
12 GOLDEN CORRAL SYSTEMS, INC.,
13 TD BANK, SMALL BUSINESS ADMINISTRATION, LANCE TRENARY, JHON
14 CRIAG, NITRAL PETAL, ANTHONY SEGRETITI AND JANE AND JOHN DOE,
15 et al

16 Defendants.
17
18 -----X
19

20 Plaintiff Sherrance Henderson, *pro se*, files this complaint against the seven
21 (7) Defendants Golden Corral Systems, Inc., TD Bank, Small Business
22 Administration Lance Trenary, John Craig, Nitral Petal, Anthony Segretiti, and
23 Jane and John Doe, et al alleges the following:

24 I.

25 Nature of the Case

26 1. This is a case for breach of contract, intentional infliction of emotional
27 distress, Racketeer Influenced and Corrupt Organizations Act (RICO) and
28 violations of civil rights under 42 U.S.C. §1981 and §1985.
29
30

FIRST AMENDED COMPLAINT

31
32
33
34
35 **II.**

36 **Parties**

37 2. Plaintiff Sherrance Henderson (hereinafter referred to as "Plaintiff") is
38 and at all times hereinafter mentioned is a resident and citizen of Essex County-
39 city of Newark, State of New Jersey. She is an African-American female, disable,
40 and a single parent to two children who have been great impacted with autism.

41 3. Defendant Golden Corral Systems, Inc. (hereinafter referred to as
42 "GC") is a North Carolina corporation organized with a principal place of business
43 in North Carolina.

44 4. TD Bank is headquartered in New Jersey.

45 **III.**

46 **Jurisdiction**

47 5. Jurisdiction is conferred on this court by 28 U.S.C. §1332 (diversity of
48 citizenship).

49 6. The amount in controversy exceeds the sum or value of \$75,000.

50 7. Jurisdiction is also founded on 28 U.S.C. §1331 (federal question) and
51 28 U.S.C. § 1343 (civil rights).

IV.

Factual Background

6. On or about March 2013, Defendant Golden Corral Systems, Inc. presented Plaintiff Henderson, with a written franchise agreement known to the Plaintiff as the Franchise Disclosure Document (hereinafter referred to as "FDD").

7. Plaintiff, without sufficient legal knowledge and without the advice of any counsel, accepted the FDD and signed the agreement.

8. Irwin Roberts, Vice President of Franchise Sales for GC produced the FDD at the hotel lobby at Atlanta airport Marriott, (hereinafter referred to as "Roberts") with GC told/informed/instructed Plaintiff to acquire two other people, preferably men, to share her franchise license with Restaurant experience because Plaintiff could not aid in managing the business due to her disability and because she is a woman who has never operated a business of this type. Roberts asked Plaintiff if she was married, if she has children at the time of the exchange of the FDD. As a result of Roberts' instruction, Plaintiff issued five percent (5%) ownership of her franchise GC license to each Darren "Chip" Joyner (hereinafter referred to as "Joyner") and Milton A. Dewar (hereinafter referred to as "Dewar"). Plaintiff retained ninety percent (90%) ownership.

24. On or about September 2014, Plaintiff, Joyner, and Dewar were in an informal meeting in GC's boardroom with GC's lead legal counsel, Chappell Phillip,

Esq. (hereinafter referred to as "Phillip"). Plaintiff was asked by Phillip why she and Dewar had not married and were cohabiting as a common law married couple.

25. Upon information and belief, on or about May 5, 2016, Plaintiff requested to be trained to become a GC Certified manager and was clearly informed by Toney Sewell that they were not training owners and it would be too difficult for Plaintiff due to her disability and her use of a single prong cane.

26. From May 2016 through November 2016 Plaintiff communicated with several GC store owners about receiving training.

27. On or about August 11, 2016, Patel, an employee of GC, offers Kitchen and General Managers continued training/real life work experience one at his Buffalo stores and General Manager training at the Saratoga Store.

28. On or about October 21, 2017, Patel denied offering kitchen manager full time employment during the downtime and at said store in Poughkeepsie, Patel offered Kitchen Manager full-time permanent employment at his Buffalo store. Patel also offered to train Plaintiff with a customized training package which will "NOT" offer the opportunity to be a certified store manager at GC.

29. Plaintiff had the GC store built from raw land from ground up.

30. On or about January 2017 Plaintiff opened her store at 2345 South Road, Poughkeepsie, New York.

31. On or about February 11, 2017, Plaintiff e-mailed GC requesting help to retrain the team members and express her concerns that John Craig's GC North

93 East Franchise Field Specialists had instructed Plaintiff's kitchen manager to order
94 items that were unnecessary, not supported by the market of Poughkeepsie and/or
95 the store readiness, while ignoring items that were in line for the grand opening.

96 32. John Craig, franchisee field specialist for the Northeast region
97 (hereinafter referred to as "JC") ordered Plaintiff's kitchen manager, Adam Toliver
98 (hereinafter referred to as "Toliver"), to order 200 plus pork butts and \$16,000.00
99 worth of fruits and vegetables. JC then instructed Toliver to store said fruits and
100 vegetables within a freezer. The excess pork butts and the fruits and vegetables
101 that Toliver was instructed to store the freezer spoiled. JC instructed Toliver to
102 spend \$46,000.00 to \$50,000.00 or more every 4 ½ days. This action caused a
103 financial hardship on Plaintiff and her GC store at 2345 South Road, Poughkeepsie,
104 New York.

105 33. JC instructed Plaintiff's store managers to schedule all workers (144)
106 One hundred and forty-four (40) plus hours, which caused a financial hardship
107 on Plaintiff and said GC store at 2345 South Road, Poughkeepsie, New York.

108 34. JC gave his cellphone number to workers and managers at the store
109 and encouraged them to call him. This was part of a strategy to undermine
110 Plaintiff's authority in her own store.

111 35. JC led kitchen manager Anthony Croc to communicate with him daily
112 about the kitchen, such as if any of the Poughkeepsie workers had any issues of
113 concern.

114 36. JC worked to undermine Plaintiff's authority within her own business.
115 JC fueled jealousy among Plaintiff's workers and even with Joyner. JC empowered
116 bad disrespectful behavior with workers by skillful leadership of manipulation. JC
117 supported the "A" team leader actions of going to Plaintiff's store register to pay the
118 "A" team their weekly pay. JC had activated a disease of disrespect for the
119 leadership of the Poughkeepsie GC store.

120 37. Upon information and belief, on or about February 1, 2017, Plaintiff
121 communicated with GC Vice President of Franchise Development Darryl Web
122 (hereinafter referred to as "Web") and requested some of the "A" team to support the
123 Poughkeepsie store a couple more weeks.

124 38. On or about February 1, 2017, Dave Webb (hereinafter referred to as
125 "Webb"), Vice President of the North East franchise development instructed to
126 accept 20 year GC veteran Jaymie Aimalefoa (hereinafter referred to as
127 "Aimalefoa") to work with Plaintiff's GC in Poughkeepsie, New York.

128 39. From about February 1, 2017 until March 15, 2017, Aimalefoa did not
129 offer support of the Poughkeepsie GC store. Aimalefoa was cynical, distrustful, and
130 reported all unfavorable reports back to GC which offered untruth and biased
131 ammunition to enhance GC's professional racketious business plan model.
132 Aimalefoa worked as a direct spy for GC during her tenure at Plaintiff's
133 Poughkeepsie GC store. She also gave workers her telephone number and even
134 went as far to have a love affair with one of the visiting managers.

135 40. From about February 1, 2017 until February 15, 2017, Aimalefoa
136 would kiss and make other romantic actions to the visiting manager from the
137 Connecticut. When Plaintiff requested that she control her actions with the
138 hospitality manager, Aimalefoa became hostile and withdrawn with Plaintiff.

139 41. Shortly after the closing of Plaintiff's store, Aimalefoa was rewarded
140 with owner the operator/General Manager position in North Carolina with an
141 increase in pay of six figures.

142 42. Poughkeepsie GC was inundated with personal shoppers/secret
143 shoppers activated by GC headquarter. On or about February 2017, an African
144 American customer spoke to Plaintiff and informed her that she was a secret
145 shopper and worked as a sub contractor to review neighborhood restaurants. The
146 secret shopper further stated that she wanted to inform Plaintiff that her GC was
147 inundated with fake customers. The secret shopper wanted to give Plaintiff a "heads
148 up" because she felt a sense of pride because like her, Plaintiff is also African
149 American.

150 43. On or about February 4, 2017 through March 21, 2017, the
151 Poughkeepsie GC location was inundated with complaints. Jamie Apgar, the
152 Division Administrator for Lance Trenary, CEO of Golden Corral Systems, Inc.
153 (hereinafter referred to as "Apgar"), would forward 5 plus company's daily to Web,
154 Webb, JC, Joyner, and Plaintiff.

155 44. Apgar aggressively verbally badgered Plaintiff with insults and
156 threats. Apgar informed customers that the Poughkeepsie GC would issues refunds
157 “even without a receipt”. If Plaintiff did not enforce this request from Apgar, Apgar
158 would threaten Plaintiff by saying the GC Store was going to be closed down and
159 the Poughkeepsie store was the worst store and the Poughkeepsie store sales were
160 the lowest in GC franchise store history.

161 45. The Poughkeepsie store total income for fifty-one (51) days was
162 \$771,664.47. On or about January 2017 through March 21, 2017, Apgar informed
163 any and all customers that a cash refund would be issued by the store if they were
164 not satisfied, pleased, and/or content. That on or about January 2017 through
165 March 21, 2017, the news got out that the Poughkeepsie GC was basically giving
166 free food away as long as the customer complained.

167 46. Plaintiff requested to speak with Lance Trenary, CEO of Golden Corral
168 Systems, Inc. (hereinafter referred to as “Trenary”), and her request fell upon deaf
169 ears. Trenary refused to communicate with her. Plaintiff called Trenary on his
170 personal cell phone and left numerous messages and Trenary ignored her calls and
171 failed and refused to assist her in any way.

172 47. On or about March 28, 2017, Plaintiff, the kitchen manager, and the
173 hospitality manager came in person to Golden Corral headquarters to speak with
174 Trenary. Apgar took notes and informed Plaintiff and her managers that Trenary
175 was not available. Apgar clearly informed Plaintiff and her managers that Trenary

176 had received information from Aimalefoa, JC, Webb, and Web and understood the
177 scope of the Poughkeepsie store.

178 48. On or about February 12, 2017, GC Vice President of Franchise
179 Development Darryl Web (hereinafter referred to as "Web") and David Webb
180 (hereinafter referred to as "Webb") Division President issued Plaintiff a first and
181 final warning. See attached Exhibit CC.

182 49. On or about March 20, 2017 Plaintiff emailed Webb as per the
183 instruction of Aimalefoe, a 20 plus year GC General Manager Vet who was sent to
184 the Poughkeepsie store to offer assistance but was later discovered that Aimalefoe
185 was reporting exaggerated reports to GC about the conditions of Plaintiff's store.
186 See attached Exhibit "F."

187 50. On or about March 20, 2017, Toliver threatened to cause Plaintiff
188 bodily harm. Toliver was terminated by Plaintiff on March 20, 2017.

189 51. On or about March 21, 2017, Webb called Plaintiff around 8:01 a.m.
190 and informed her that her franchise license was terminated and that the
191 Poughkeepsie store could not be opened.

192 52. GC confirmed termination of franchisee license with a fabrication, a
193 deceptional lie and misuse use of FDD contract with Plaintiff.

194 53. Golden Corral breached the Franchise agreement by not granting
195 Plaintiff the opportunity to improve/cure Henderson Poughkeepsie GC.

196 54. Plaintiff, under the Franchise Agreement, was entitled to correct the
197 Poughkeepsie GC infancy growing pains as it was in business for only 51 days.

198 55. The Middletown, NY/ Town of Wallkill GC store presented similar
199 challenges, but was afforded a 300-plus days opportunity to remedy the store issues.

200 56. The owners of the Middletown, NY/Wallkill, Golden Corral location are
201 white/non-black. Middletown, NY/ Wallkill, NY was opened 2016 and was closed on
202 or about January 10, 2019. Middletown, NY/Wallkill, NY store did not have over 21
203 news articles written locally and or nationally as plaintiff's store did.

204 57. The Holland, Michigan store owned by a 20 year Golden Corral
205 restaurant employee and married to a Golden Corral executive and was opened in
206 December of 2016. This store experienced growing pains. The Holland, Michigan
207 store was owned by "Owner Operated" and part of the purchase was paid by Golden
208 Corral Systems, Inc. the Holland, Michigan store was owned by a non-black/African-
209 American. The store is owned by a "White Couple" In December 2018 the store was
210 closed and Golden Corral Systems afforded this group 300 days to remedy any
211 restaurant management issues.

212 58. The Golden Corral in Cape Coral, FL was closed down by the
213 department of health for observing eighteen (18) live roaches five (5) times during
214 the store's tenure but has always been granted "reopening" opportunities. This store
215 was owned by a Non-African American, white male.

216 59. On January 23, 2017, four (4) Golden Corral's shut down in Florida
217 City, Pompano Beach, Royal Palm, Palatka, from customer complaints. Some of the
218 complaints were live and dead roaches, grease buildup, sewage seeping into the
219 utility dishwashing room, food temperatures not meeting department of health
220 standards, dirty dishes being placed out for dinner use, and last but definitely not
221 least, workers not cleaning their hands. These locations are all owned by non
222 African-Americans. Ownership of these Florida Golden Corral's was primarily by
223 white males.

224 60. Golden Corral Systems, Inc has over 600 plus stores with over 50
225 thousand hourly workers and had only one (1) Female Single Black/African
226 American franchisee, the Plaintiff, Sherrance Henderson. Plaintiff is **not an owner**
227 **operator.**

228 61. Plaintiff invested over 1.5 million dollars in cash and 1.7 million
229 dollars of her primary residency that was pledged for a loan for the store.

230 62. On or about April 2, 2017, Nitral Patel (hereinafter referred to as
231 "Patel") and GC propelled himself as the GC approval and authorized buyer of the
232 store and to "save" Plaintiff's house for her disabled children.

233 63. From June 2016 to December 2017, Patel had been intrinsically
234 involved in Plaintiff's business opportunity with GC even though he is not a
235 business partner. Richard Chase (hereinafter referred to as "Chase"), Vice President

236 of Area Development shared Plaintiff's business plan with Patel without Plaintiff's
237 permission during the time period of 2015 through 2016.

238 64. During the time from January 2013 through January 2016, Plaintiff
239 originally entered into a franchise agreement to hold a license. On or about the time
240 period of January 2103 through January 2014, Plaintiff was informed that Newark,
241 NJ was being removed from the approved area list. Plaintiff was then told to find a
242 comparable location from the approved area list. During a time between January
243 2014 and June 2014, Plaintiff was informed by Irwin Roberts, Senior Vice President
244 of Franchising that Plaintiff could not handle a store in a strip mall/in-line because
245 she was a new franchisee, lack the experience and Henderson financial status only
246 afforded her with the more expensive GC 11.

247 65. Male franchisees, and "new" owners were offered and have in-line
248 stores that are also "male/men". Plaintiff chose from the authorized list, South
249 Orange, New Jersey. Both Newark and Orange afforded her new franchise/store tax
250 abatements, 90% minority majority community and she had close community
251 relationships with both Mayors. After being approved by GC, they took Newark, NJ
252 off that approved list and stated because there was not a location of five (5) acres.
253 GC then informed Plaintiff on or about July 2014 to October 2014 that she had to
254 change her area again. Plaintiff was told to pick Long Island. That on or about July
255 2014 through November 2014 available property for lease exceeded the price point
256 of \$7,000.00. The highest lease amount approved by GC was \$8,000.00. The lease

257 price of the available land in the approved areas in Long island was around triple
258 that amount, approximately \$20,000.00 - \$25,000.00 per month.

259 66. Plaintiff then met with Franchise Area Development Vice President
260 Chase from about 8:00 a.m. to 7:30 p.m. Chase informed Plaintiff that if she wanted
261 any area approved she had to call him "DICK." It seemed proper because Richard is
262 Chase's first name and Dick is the nickname for Richard. However,

263 67. Chase required Plaintiff to call him "Big Dick" and to say it in what
264 Chase called her "sexy radio voice". Plaintiff complied. When she need help with any
265 question on GC Pro Forma report she had to call him Big Dick. She was humiliated
266 and sexually harassed, devalued and feared if she expressed her discomfort, she
267 would surely lose any chance of building her GC. Chase shared Plaintiff's business
268 plan with Patel and instructed Plaintiff to work with him on the GC Pro Forma.
269 Patel had all copies of photos, Profit and Loss (P&L) statement, community
270 restaurant sales of the Poughkeepsie area, kept contact information of decision
271 makers at the local university cafeterias, cost and engineering and their bids for
272 building out the GC, traffic studies (cost \$22,000.00), Geology studies (cost
273 \$17,000.00), and supplemental information.

274 68. On or about April 28, 2017 to December 2017, Patel communicated
275 with Plaintiff's New Jersey Commercial and GA Bankruptcy Lawyer to map out
276 plans to purchase Plaintiff's store location in Poughkeepsie. See attached Exhibit
277 "H." That on or about May 12, 2017 to December 2017, Patel queried about debt of
278 Plaintiff's Poughkeepsie store location, gathered information about Plaintiff's legal
279 activities, and offered Plaintiff a false sense of hope.

280 69. During the term of 2014 through 2017, Plaintiff was the ONLY Female
281 African American Single parent Franchise owner out of 600 plus stores. Plaintiff
282 was the only woman that was a single parent and a franchisee in GC's history.

59. At all times relevant hereto, the plaintiff and the defendants constituted “persons” within the meaning of 18 U.S.C. §1961(3).

60. Defendants are engaged in interstate acts of commerce and the acts alleged herein have a demonstrable effect on interstate commerce.

61. Section 1961(4) of RICO defines the term “enterprise” to include “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.” 18 U.S.C. §1961(4).

62. At all times relevant hereto, pursuant to the numerous agreements that were negotiated and executed between the defendants, they have formed a series of association-in-fact enterprises within the meaning of 18 U.S.C. §1961(4) for the purpose of committing numerous acts of racketeering activity, including theft of property worth more than \$15,000, violation of 18 U.S.C. § 1344, which has a **maximum prison term of thirty years** and is expressly included in the RICO statute as a predicate act.

63. These enterprises are identified as follows:

TD Bank

Golden Corral Systems, Inc.

64. Defendants have engaged in a pattern of racketeering activity, as defined in §1961(5) of RICO, by committing and/or aiding and abetting at least two such acts of racketeering activity within the past 10 years. Each such act of

325 racketeering activity was related, had similar purposes, involved the same or
326 similar participants and methods of commission, and had similar results impacting
327 upon similar victims, including plaintiff.

328 65. Section 1961(1) of RICO provides that a “person” commits and act of
329 “racketeering activity” by engaging in (a) “any act or threat involving . . . theft . . .
330 which is chargeable under State law and punishable by imprisonment for more than
331 one year,” 18 U.S.C. §1961(1)(A), and/or (b) “any act which is indictable under” any
332 of a number of provisions of Title 18, U.S. Code, 18 U.S.C. §1961(1)(B).

333 66. Defendants have either engaged in and/or aided and abetted predicate
334 acts of racketeering activity in violation of state and federal law.

335 67. TD Bank agreed to pay a \$37.5 million civil money penalty to
336 the Financial Crimes Enforcement Network (FinCEN) and an additional
337 \$15 million penalty to the Securities and Exchange Commission in
338 September, 2013 for violations of the Bank Secrecy Act, often called the
339 “anti-money laundering (AML) law.”

340 68. In addition to the defendants’ acts as alleged herein, it also committed
341 the following predicate acts:

- 342 i. Theft, (“A person commits the offense of theft if he or she
343 unlawfully takes, uses or consumes the property or services of
344 another with intent to permanently deprive the owner of his or
345 her rights to the property or services.”). By either knowingly,

recklessly disregarding or reasonably being in a position to know the underlying acts of racketeering activity as described above committed by the defendants and/or its agents, but neither preventing nor reporting said conduct and in fact profiting thereby.

ii. Fraud; Violations of the Securities and Exchange Act as explained above.

69. TD Bank and CG and its subsidiaries engaged in multiple acts of racketeering activity committed and/or aided and abetted by defendants, as described above, were related to each other and amounted to or posed a threat of continued racketeering activity, and, therefore, constitute a “pattern of racketeering activity,” as defined in 18 U.S.C. §1961(5).

70. In violation of 18 U.S.C. §1962(c), the defendants conducted or participated, either directly or indirectly, in the conduct of each of the above-referenced enterprises' affairs through a pattern of racketeering activity, as described above.

71. Defendants, and its co-conspirators, agreed and conspired amongst each other to conduct or participated, directly or indirectly, in the conduct of the above-referenced enterprises' affairs through a pattern of racketeering activity, in violation of 18 U.S.C. §1962(d).

366 72. Defendants conspired to cancel plaintiff's contract with CG and to take
367 her home that served as security for the loan for construction.

368 73. As a direct and proximate result of defendants' violations of 18 U.S.C.
369 §§1962(c) and (d), plaintiff has been injured in his business or property. Pursuant to
370 18 U.S.C. §1964(c), plaintiff is entitled to bring this action and to recover herein
371 actual and treble damages, the costs of bringing this suit and attorneys' fees.\

372 74. As a direct and proximate result of defendants' violations of 18 U.S.C.
373 §§1962(c) and (d), plaintiff suffered a loss of \$1.79 million, the value of her home
374 that was taken from her by defendants.

375 **VI. Second Cause of Action:**

376 **Violations Of Sections 1962(a) And (d) Of RICO**

377 75. Plaintiff incorporates by reference paragraphs one through 74,
378 inclusive.

379 76. This claim for relief arises under §1964(c) of RICO and seeks to recover
380 actual and treble damages based on defendant's violations of §1962(a) and (d) of
381 RICO.

382 77. In violation of §1962(a) and (d) of RICO, defendants conspired to
383 derive, and did derive, substantial proceeds through the above-described pattern of
384 racketeering activity and conspired to use or invest, and used or invested, such
385 proceeds in the operation of the association-in-fact enterprises detailed in above.

78. As a direct and proximate result of defendants' violations of §1962(a) and (d) of RICO, plaintiffs have been injured in their business or property. Pursuant to §1964(c) of RICO, plaintiff is entitled to bring this action and to recover herein actual and treble damages, the costs of bringing this suit and attorneys' fees.

79. Defendants committed the acts alleged herein maliciously, fraudulently and oppressively with the wrongful intention of injuring plaintiff, in an improper motive amounting to malice, in conscious disregard of plaintiff's rights. Plaintiff is thus also entitled to recover exemplary damages from defendant in an amount to be established at trial but relating to the total monies obtained by defendants as a result of their participation in this illegal and oppressive scheme.

VII.

Third Cause of Action: Breach of Contract

80. Plaintiff incorporates by reference paragraphs one through 79, inclusive.

81. Plaintiff and Defendant CG entered into a contract concerning operation of a Golden Corral franchise.

82. Plaintiff substantially complied with all terms and conditions of the contract.

83. Defendant CG breached the contract by terminating it with due process.

427 90. 42 U.S.C. Sections 1981 and 1985 apply to franchisors. See *Selective*
 428 *Enforcement of Franchise System Terms and Standards*, 23 Franchise L.J. 110 (Fall
 429 2003).

430 91. GC and TD Bank committed nongovernmental discrimination in
 431 violation of 42 U.S.C. § 1981(c) by discriminating against plaintiff on account of her
 432 race and gender and by disparately treating her compared to white and male
 433 franchisees.

434 92. 42 U.S.C. § 1985 outlaws conspiracies to deprive individuals of their
 435 civil rights.

436 93. The defendants, and their employees, conspired to deprive plaintiff of
 437 her civil rights by forcing her out of her Golden Corral franchise on account of her
 438 race and gender.

439 IX.

440 Fifth Cause of Action: Intentional Infliction of Emotional Distress

441 94. Plaintiff incorporates by reference paragraphs one through 93,
 442
 443 inclusive.

444 95. Defendants, knowing that Plaintiff was psychologically and financially
 445 vulnerable, and solely for their own personal gratification, intentionally inflicted
 446 egregious emotional trauma upon Plaintiff.
 447

448 96. Under *D'Arcy v. Union Oil Co.*, 1991 U.S. App. LEXIS 15779 (9th Cir
 449 July 11, 1991), the Ninth Circuit Court of Appeals found Union Oil Company guilty

450 of infliction of emotional distress in its termination of the franchisee's lease as "from
451 the beginning of the franchise relationship, Union Oil expressed an intent to
452 terminate D'Arcy's lease by any means possible." D'Arcy was also told by the Union
453 Oil retail representative "that one of his responsibilities was to eliminate D'Arcy as
454 a Union dealer...and that] he was going to make D'Arcy's life miserable." *Id.* at *9.

455 97. Like in the *D'Arcy* case, Golden Corral and TD Bank and its
456 representatives have intentionally harassed, humiliated and undermined Plaintiff
457 at every opportunity so as to ensure her franchise failed.

458 98. As a direct and proximate result of Defendants' actions, Plaintiff
459 sustained a serious psychological injury. Defendants' actions caused extreme
460 emotional trauma.

VIII.

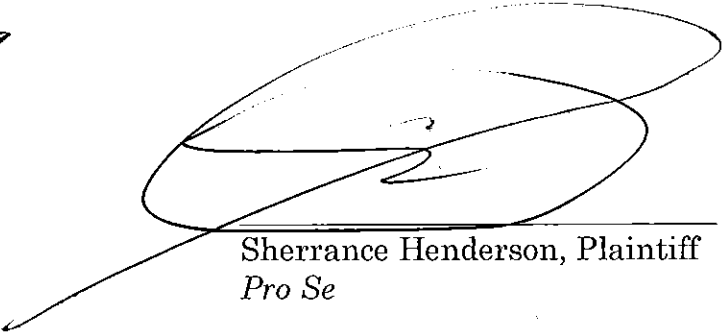
PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court grant the following relief:

- (a) Award plaintiff actual damages of \$100 million for breach of contract;
- (b) Award plaintiff actual damages of \$6.99 mil under RICO;
- (c) Award plaintiff treble RICO damages or additional \$100 million;
- (d) Award plaintiff damages under the Civil Rights laws of \$100 million;
- (e) Award plaintiff actual damages for intentional infliction of emotional distress of \$100 million;
- (f) Award plaintiff punitive damages for intentional infliction of emotional distress and civil rights violations of nine-time actual damages or \$62.91 million;
- (g) Award total damages listed above for \$369.9 million;
- (h) Award plaintiff costs and attorneys' fees;
- (i) Order defendant to end discrimination against African-Americans females, by ordered defendant Golden Corral to create a proportionate number of franchises of Golden Corral for women/females African Americans;
- (j) For all causes of action interest from the date of judgment and the costs and disbursements of this action.

(k) For such other and further relief as may be just and proper with pre
and post court interest imposed if judgement is not paid in full at time of judgment
or when appalled is requested by defendants in cash bond at South District Federal

Dated: 8/27/2019



Sherrance Henderson, Plaintiff
Pro Se

FIRST AMENDED COMPLAINT

JURY DEMAND

Plaintiff demands a trial by jury.

Sherrance Henderson, Plaintiff
Pro Se

FIRST AMENDED COMPLAINT

1 Sherrance Henderson

2 6600 Sugarloaf PKY, 400-343

3 Duluth, GA 30097

4 Email Address:SherranceHenderson@gmail.com

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Exhibit H

PLEADING TITLE - 1

usa0287@fedex.com

From: sheronceh@aol.com
Sent: Thursday, March 21, 2019 4:04 PM
To: usa0287@fedex.com
Subject: [EXTERNAL] Fwd: Fwd: Yesterday mins

-----Original Message-----

From: sheronceh <sheronceh@aol.com>
To: npatel <npatel@northeastdl.com>
Sent: Thu, Dec 14, 2017 11:00 AM
Subject: Fwd: Yesterday mins

Patel this is for your information only. I will get this and of course we both can listen to it. I'm trying to find out how I can get it transcribed so I can submit it to the board in Georgia.

Sent from AOL Mobile Mail

-----Original Message-----

From: Amanda Hirsch <ahirsch@joneswalden.com>
To: Leslie Pineyro <lpineyro@joneswalden.com>
CC: sheronceh <sheronceh@aol.com>
Sent: Thu, Dec 14, 2017 09:22 AM
Subject: RE: Yesterday mins

Ms. Henderson,

A CD transcript of the hearing can be requested. It costs \$31 dollars. You will need a computer to listen to the transcript. There is a specific software program required to listen to the transcript. It can be downloaded at www.fortherecord.com and its free. Would you like to proceed with the request? Let us know.

Thanks,

Amanda R. Hirsch

Paralegal

Jones & Walden, LLC

21 Eighth Street, NE

Atlanta, GA 30309

P: 404-564-9300

F: 404-564-9301

www.joneswalden.com

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From: Leslie Pineyro
Sent: Thursday, December 14, 2017 8:40 AM
To: Amanda Hirsch
Cc: sheronceh@aol.com
Subject: Fwd: Yesterday mins

Amanda can help you. A c.d. Is the least expensive way to go!

Sent from my iPhone

Leslie Pineyro, Esq.

Jones & Walden, LLC

21 Eighth Street NE

Atlanta, GA 30309

404-564-9300

lpineyro@joneswalden.com

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Begin forwarded message:

From: <sheronceh@aol.com>
Date: December 14, 2017 at 8:28:11 AM EST
To: <lpineyro@joneswalden.com>, <Mtokajer@joneswalden.com>
Subject: Yesterday mins

How can I order the mins from yesterday trial? Thanks
Sent from AOL Mobile Mail